* Correction

Stevens

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STATE CORPORATION COMMISSION OF KANSAS OIL & GAS CONSERVATION DIVISION WELL COMPLETION FORM ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE

DESCRIPTION OF WELL AND LEASE	
Operator: License #5208	1250 Feet from S/N (circle one) Line of Section
Name:Mobil Oil Corporation	1250 Feet from E(W)(circle one) Line of Section
AddressP.O. Box 2173	Footages Calculated from Nearest Outside Section Corner:
2319 North Kansas Avenue	NE, SE, NW or (circle one)
City/State/ZipLiberal, KS 67905-2173	Lease NameWing #1 Unit Well #4_
Purchaser:Spot Market	Field NameHugoton
Operator Contact Person:Sharon Cook	Producing FormationChase
Phone (_316_)626-1142	Elevation: Ground3053 KB3064
Contractor: Name:Cheyenne Drilling	Total Depth2993 PBTD2937
License:5382	Amount of Surface Pipe Set and Cemented at484 Feet
Wellsite Geologist:L. J. Reimer	Multiple Stage Cementing Collar Used? YesX No
Designate Type of Completion	If yes, show depth setNAFeet
_X New Well Re-Entry Workover	If Alternate II completion, cement circulated fromNA
OilSWDSIOWTemp. Abd. SIGW	feet depth toNA w/NA sx cmt.
Dry Other (Core, WSW, Expl., Cathodic, etc)	Drilling Fluid Management Plan ALT 1 974 11-6-95 (Data must be collected from the Reserve Pit)
If Workover:	
Operator:	Chloride content16,000ppm Fluid volume341bbls
Well Name:	Dewatering method usedWaste Minimization Mud System
Comp. DateOld Total DepthSTATE CORPORATION	Location of fluid disposal if hauled offsite: COMMISSION Operator NameMobil Oil Corporation
Deepening Re-perf Conv. to Inj/SWD***INV Plug Back PBTD Commingled Docket No OCT 1 2 10	GOMMISSION Operator NameMobil Oil Corporation
Dual Completion Docket No.	//Jaco Name Will #7 SUDU License No. 5208
9-11-94 9-14-94 10-8 W94 hita, Kansas Spud Date Date Reached TD Completion Date	SIONSW Quarter Sec. 3 Twp. 33 S kng. 37 EW County Stevens Docket No. CD-117,710
- Room 2078, Wichita, Kansas 67202, within 120 days of the	
12 months if requested in writing and submitted with the	side two of this form will be held confidential for a period of e form (see rule 82-3-107 for confidentiality in excess of 12
	report shall be attached with this form. ALL CEMENTING TICKETS lls. Submit CP-111 form with all temporarily abandoned wells.
	ted to regulate the oil and gas industry have been fully complied
with and the statements herein are complete and correct to the	ne best of my knowledge.
Signature Sharou a. Cook Sharo	on A. Cook K.C.C. OFFICE USE ONLY
TitleRegulatory Assistant Date1	
Subscribed and sworn to before me this _10th_ day ofOctol	C Geologist Report Received
19 95	Distribution KCC SWD/RepNGPA
Notary Public A A A A A A A A A A A A A A A A A A A	KGS Plug Other

Date Commission Expires ____August 18, 1998

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			21DE IMO								
Operator Name Mod	bil Dil Corpora	tìoh <u>´</u>	Lease Name	Wing #1 Un	it	Well#	-4				
		☐ Fact			,						
Sec33 Twp325	S_ Rge36										
INSTRUCTIONS: Show interval tested, ti	important tops ime tool open a s, bottom hole to	and base of formation and closed, flowing a emperature, fluid reco	and shut-in pres	ssures, wheth	er shut-in pre	ssure reac	hed static level				
Drill Stem Tests Tak (Attach Additiona		☐ Yes 【 No	[X] Log	Formation	(Top), Depth	and Datums	atums				
•		□ Yes □ No	Name		Тор	Datum					
Samples Sent to Geol	logical Survey	☐ Yes ☐ No	Gloriett	a	1242						
Cores Taken		Yes No	Stone Co	rral	1706	1768					
Electric Log Run (Submit Copy.)		⊔ Yes ⊔ No	Chase		2591		2924				
List All E.Logs Run:	:		Council	Grove	2924						
Dual Induction - SFL Compensated Neutron Natural Spectrometry	Lithodensity -										
		CASING RECORD	[X] New □ Us								
	Report al	ll strings set-conduc			production, etc	c.					
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs./Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives				
Surface Casing	12.250	8.625	24#	484	Class C	125	50:50 C/poz				
					——Class C——	100	——50:50 C/poz				
Production Casing 7.875		5.500	14#	2983	Class C	317	3% D79				
L	ADDITIONAL C	EMENTING/SQUEEZE REC	ORD .		Class C	ا 150ا	2% CACL2				
Purpose:	Depth		· · · · · · · · · · · · · · · · · · ·								
Perforate	Top Bottom	Type of Cement	#Sacks Used	#Sacks Used Type and Percent Additives							
Protect Casing	3										
Plug Off Zone		1		1							
rug off zone											
Shots Per Foot		I RECORD - Bridge Plu ge of Each Interval P			racture, Shot, Kind of Mater		leeze Record Depth				
			Perforated	(Amount and		ial Used)					
Shots Per Foot	Specify Footag	ge of Each Interval P	Perforated	(Amount and Acid: 1,	Kind of Mater	ial Used)	Depth				
Shots Per Foot	Specify Footag	ge of Each Interval P 2736-4	Perforated	(Amount and Acid: 1,: Fracd: 36,20	Kind of Mater 500 gals 7.5% H	ial Used) ICL ink gel (20	Depth				
Shots Per Foot	Specify Footag 2620-40 2650-80	ge of Each Interval P 2736-4	Perforated	(Amount and Acid: 1,: Fracd: 36,20	Kind of Mater	ial Used) ICL ink gel (20	Depth				
Shots Per Foot	Specify Footag 2620-40 2650-80 2688-98	ge of Each Interval P 2736-4	Perforated	(Amount and Acid: 1,: Fracd: 36,20	Kind of Mater 500 gals 7.5% H	ial Used) HCL ink gel (20 sand	Depth				
Shots Per Foot 1 SPF	Specify Footag 2620-40 2650-80 2688-98 2702-26 Size	ge of Each Interval P 2736-4 2752-8 Set At	Packer At	Acid: 1,: Fracd: 36,20 112	Kind of Mater 500 gals 7.5% H 00 gals Crossl ,000 lbs 10/20	ial Used) HCL ink gel (20 sand	Depth				
Shots Per Foot 1 SPF TUBING RECORD	Specify Footag 2620-40 2650-80 2688-98 2702-26 Size	ge of Each Interval P 2736-4 2752-8 Set At	Packer At Icing Method X Fl	Acid: 1,: Fracd: 36,20 112, Liner Run	Kind of Mater: 500 gals 7.5% H 00 gals Crossl: ,000 lbs 10/20	ial Used) ICL ink gel (20 sand No	Depth				
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Shots Per Foot 1 SPF TUBING RECORD Date of First, Resulting 10-8-94 Estimated Production Per 24 Hours	Specify Footag 2620-40 2650-80 2688-98 2702-26 Size med Production, on Oil METHOD OF	ge of Each Interval P 2736-4 2752-8 Set At SWD or Inj. Produ Bbls. Gas 35	Packer At Icing Method X Fl	Acid: 1,: Fracd: 36,20 112 Liner Run Lowing Pump Bbls.	Kind of Mater: 500 gals 7.5% H 00 gals Crossl: ,000 lbs 10/20 Yes [X] ping Gas Li Gas-Oil	ial Used) HCL ink gel (20 sand No ift Oth Ratio	Depth #) der (Explain)				

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DOWELL SCHLUMBERGER INCORPORATED

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following SERVICE	E INSTRUCTIONS in ac is service order and/or	cordance with the gen	eral terms and co	onditions as i	printed on the	and/or attached to thi authority to accept an	is form and represent that I have
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- DSI. The Term "DSI" as used herein is an abbreviation of Dowell Schlumberger Incorporated and where used throughout these Terms and Conditions, shall be construed to mean Dowell Schlumberger incorporated, a Delaware corporation.
- 2. Terms. Cash in advance unless DSI has approved credit prior to the sale. Credit Terms of Sale for approved accounts are total invoice amount due at DSI's office, Houston, Toxas on or before the 30th day from the date of invoice. Past due accounts are to pay interest on the balance past due at the rate of 1.5% per month or the maximum allowable by applicable state or federal laws if such laws limit interest to a lesser amount. In the event it is necessary to employ an agency and/or attorney to effect collection of said account, Customer hereby agrees to pay all fees directly or indirectly incurred for such collection. In the event that Customer's account with DSI becomes delinquent, DSI has the right to revoke any and all discounts previously applied in arriving at net invoice price. Upon revocation, the full invoice price without discount will become immediately due and owing and subject to collection.

 3. Prices. The products and services to be supplied hereunder shall be prior decreased in the collection.
- 3. Prices. The products and services to be supplied hereunder shall be priodical frequency. Products and services supplied on a price estimate basis shall be priced in accordance with DSI's current price-schedule; special jobs, under unusual conditions, will be subject to special price quotations to reflect increased or reduced costs and risk.
- 4. <u>Taxes. Any</u> tax based on or measured by the change for the sale or rental of products or rendering of service shall be added to the price stated in DSI's price schedule.
- 5. Independent Contractor. DSI is and shall be an independent contractor with respect to the performance of the services set forth on the service order, and neither DSI nor anyone employed by DSI shall be the agent, representative, employee or servant of Customer in the performance of such services or any part hereof.
 - 6. Obligations of Customer,
 - A. <u>Notification of Hazardous Conditions.</u> DSI's equipment is designed to operate under conditions normally encountered in the well bore. Customer shall notify DSI in advance and make special arrangements for servicing wells in which hazardous of unusual conditions exist.
 - B. <u>Chemicals.</u> The handling and disposal of any chemical, waste or by-product used or generated in the performance of these Terms and Conditions ("Chemicals") is the sole responsibility of Customer, who shall, under all circumstances, be considered the owner and generator thereof. Customer agrees that any such Chemicals will be transported and disposed of in accordance with all applicable federal, state and local laws and regulations. Customer hereby waives, releases and agrees not to assert any claim or bring any cost recovery action against DSI in connection with the use, generation, estorage, transportation or disposal of Chemicals arising out of these Terms and Conditions, under any common law theories or federal, state or local environmental laws or regulations, now existing or hereinafter enacted, without regard to the cause or causes thereof or the negligence of any party.
- 7. <u>Limited Warranty-Oilfield Products.</u> DSI expressly warrants that it shall convey good title to the oilfield products furnished to Customer as part of the services and that such oilfield products shall conform to the specifications represented in the service order. DSI does not warrant in any way oilfield products not manufactured by DSI, and such will be sold or provided hereunder only with the warranties that are given by the manufacturer thereof. DSI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OILFIELD PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF, MERCHANTABILITY OR THAT SAID OILFIELD PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. DSI's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, or breach of warranty or otherwise) arising out of the sale or use of an oilfield product furnished by DSI for use in connection with its services, is expressly limited to (a) the replacement of such oilfield product upon its return to DSI or, at DSI's option, (b) the allowance to Customer of credit for cost of such oilfield product.
- B. Exclusion of Warranty Services. In interpreting information and making recommendations, either written or oral, as to types or amounts of materials or services to be furnished, or manner of performance, or in predicting results to be obtained therefrom, DSI will give Customer the benefit of its best judgment based on its experience. Nevertheless, all such recommendations or predictions are opinions only; and, in view of the impractibility of obtaining first-hand knowledge of the many variable conditions and/or the necessity of relying on facts and supporting services furnished by others. NO WARRANTY IS GIVEN CONCERNING THE EFFECTIVENESS OF THE MATERIALS USED, RECOMMENDATIONS GIVEN, OR THE RESULTS OF THE SERVICES RENDERED.
- e. <u>Data Interpretation and Transmission.</u> Any interpretation of test or other data, and any recommendation or reservoir description based upon such interpretations, are opinions based upon inferences from measurements and empirical relationships and assumptions, which inferences and assumptions are not infallible, and with respect to which professional engineers and analysts may differ. ACCORDINGLY, DSI CANNOT AND DOES NOT WARRANT THE ACCURACY, CORRECTNESS OR COMPLETENESS OF ANY SUCH INTERPRETATION OR RECOMMENDATION. DSI does not warrant the accuracy of data transmitted by electronic processes and will not be responsible for accidental or intentional interception of such data by others. DSI does not guarantee the safe storage or the length of time of storage of any digital tapes, optical logs or prints, transparencies, or other similar products or material.
- 10. Indemnity. For the purposes of this paragraph 10 the following definitions shall apply; "DSI Group" shall mean DSI its parent, subsidiary and affiliated companies, its contractors and subcontractors and all such entitles' officers, directors, employees and invitees, and "Customer Group" shall mean Customer, its parent, subsidiary and affiliated companies, its contractors and subcontractors (other than the DSI Group) and all such entities' officers, directors, employees and invitees.
 - A. <u>DSI Indemnity.</u> DSI assumes all liability for, and hereby agrees to protect, defend, indemnify and hold Customer Group and their insurers harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character, (including all costs and expenses thereof and reasonable attorney's fees) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of Customer Group, arising in connection herewith, on account of bodily injury and/or death to a member of the DSI Group and/or damage to the DSI Group's property (except with respect to DSI property as otherwise provided in subparagraph 82 of this paragraph 10).
 - B. <u>Customer Indemnity.</u> Customer assumes all liability for, and hereby agrees to protect, defend, indemnify and hold the DSI Group and their insurers harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character, (including all costs and expenses thereof and reasonable attorney's fees) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of DSI Group, arising in connection herewith;
 - 1. __on account of bodily_injury and/or_death to a member of the Customer Group and/or damage to the Customer Group's property.

2. In favor of DSI Group on account of loss of or damage to DSI property, equipment, materials or products, including but not limited to, fishing expenses, when such loss or damage occurs: (a) in the hole, (b) as a result of uncontrolled well conditions, (c) while in transit or being moved on any form of transporation owned or furnished by Customer, (d) while located at the well site when DSI personnel are not present or (e) white being used by any person other than a DSI employea, whather in an emergency or otherwise. With respect hereto the property, equipment, materials and products will be valued at their respective landed replacement cost. With respect to (a) above; rental charges on the equipment lost or damaged in the hole shall continue to be paid up to and including the date on which DSI receives notice in writing of the-loss or damage.

C. Special Indemnity. Customer further agrees to protect, defend, indemnity, and hold DSI Group and their insurers harmless from and against all loss, liability, claims, demands and causes of action (including all costs and expenses thereof and reasonable attorney's fees) of every kind and character, without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party; whether such negligence be the sole, concurrent, active or passive negligence (but excluding the gross negligence) of DSI Group, arising in connoction herewith in favor of Customer Group or any third party, for; (1) properly damage or loss that results from pollution and contamination, whether caused by Customer's failure to properly handle, transport or dispose of any Chemicals as required by paragraph 6B hereof or otherwise, including containment, clean-up and remediation of the pollutant and contamination, whether or not required by any applicable federal, state or local law or regulation; (3) properly damage or loss that results from reservoir or underground damage, including loss of oil, gas, other mineral substance, or water or the well boro itself, strace damage arising from subsurface damage or subsea damage; (4) personal injury, death, or properly damage or loss that results from work performed to control a wild well; (5) cost of control of a wild well, underground or above the surface, including any redrilling or reworking costs; (6) damage to properly woned by, in the possession of, or leased by Customer, and/or well owner, if different from Customer, (the term "well owner" shall include working and royalty interest owners) (i.e., any drilling, rig platform or other structure at the wellslte); or (7) subsurface trespass or any action in the nature

To the extent this paragraph 10C conflicts with the provisions of paragraph 10A hereof, paragraph 10C shall control. The indemnification provided herein shall not operate to increase any standard of responsibility limited by other provisions of these General Terms and Conditions.

- D. Notices. Each party agrees to immediately notify the other party of any claim, damand, or sult presented to or served upon it by any person or entity in connection with the performance of this Agreement. The party seeking indemnification shall afford the other party full opportunity to assume the defense of such claim, demand, or suit and to protect itself under the obligations of this paragraph.
- E. <u>Incidental or Consequential Damages.</u> It is expressly agreed that neither party shall be liable to the other for any punitive, incidental, consequential, indirect or special damages, nor for any loss of profits or business interruptions or loss of use.
- 11. <u>Insurance.</u> Customer's and DSI's indemnity obligations under paragraph 10 hereof shall be supported by adequate liability insurance coverage, or self-insurance (if it meets the requirements set forth below) furnished by each party at such party's cost with contractual indemnity endorsements. The amounts of insurance required from each party hereunder shall be equal; each party's indemnity obligations shall be limited to the highest amount of insurance coverage mutually carried by both parties hereunder.
- In the event either party maintains a plan(s) of self-insurance to insure any part of the risks otherwise covered by the insurances required hereunder, such plan of self-insurance shall not satisfy the requirements of this paragraph unless an authorized representative of the party not requesting to be self-insured expressly consents in writing to the requesting party's use of such plan(s) of insurance. If it is judicially determined that the insurance required under this paragraph or the indemnity obligations voluntarily assumed under paragraph 10 hereof and supported either by available liability insurance or voluntarily self-insured, in part or whole, exceeds the maximum amounts of insurance or indemnity permitted under applicable law, it is agreed that said insurance requirements or indemnity shall automatically be amended to conform to the maximum amounts permitted under applicable law.
- Force Majeure. DSI shall not be liable for any delay or non-performance due to governmental regulation, labor disputes, hostile action, weather, fire, acts of God or any other causes beyond the reasonable control of DSI.
- 13. <u>Dispute Resolution.</u> If this Service Order is issued in conjunction with an executed DSI Master Service Agreement-Dilifield Services then all controversies shall be resolved as set fortherein. In the absence of such agreement DSI and Customer shall settle all disputes and claims arising out of these General Terms and Conditions under the Commercial Rules of the American Arbitration Association, as then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Houston, Texas. Any award or determination of the arbitration ribunal shall be final and conclusive, judgment thereon may be entered in any court of competent jurisdiction and no appeal thereof shall be made by the parties.
- 14. <u>Governing Law.</u> These General Terms and Conditions shall be governed by the law of the state where the services are performed or equipment furnished; however, where services are performed or equipment furnished offshore or on navigable waters, the Federal Maritime Laws will govern.

CEMENTING	SERVICE	REPORT		-	•		Schlumb	erger		TREATME	NT NUMP	IFR .		DATE OLL	1	
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DOWELL SCHLUMBERGER INCORPORATED

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USTON, TEXAS 77210 P.O. BOX 4378 OILFIELD SERVICES DSI SERVICE LOCATION NAME AND NUMBER DSI*SERVICE;ORDER RECEIPT AND INVOICE NO. CUSTOMER NUMBER CUSTOMER P.O. NUMBER WORKOVER 1-NEW WELL OTHER API OR IC NUMBER CUSTOMER'S NAME SEE OTHER SIDE FOR TERMS & CONDITIONS ADDRESS , MO. DAY ARRIVE LOCATION 90 CITY, STATE AND ZIP CODE SERVICE ORDER I authorize work to begin pe service instructions in accordance with terms and DSI will furnish and Customer shall purchase materials and services required in the performance of the conditions printed on the reverse side of this form following SERVICE INSTRUCTIONS in accordance with the general terms and conditions as printed on the and/or attached to this form and represent that I have reverse side of this service order and/or attached to this service order. This service order is subject to authority to accept and sign this order. alternative dispute resolution. SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE SERVICE RECEIPT 1 certify that the materials and services listed were received and all services performed in a workmanlike manner. CODE | COUNTY / PARISH CODE CITY SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE LOCATION AND POOL / PLANT ADDRESS WELL NAME AND NUMBER / JOB SITE SHIPPED VIA MATERIAL, EQUIPMENT AND SERVICES USED 871-030 102-000 100-000 697-000 59200- 002 0003-000 3368-050 45041-100 chemical entender 067005-100 047002-050 AHIF GAM, A JOH 044003-025 collophanet 044002-050; 056702-054 72.00 PS41.411006.29 LICENSE/REIMBURSEMENT FEE LICENSE/REIMBURSEMENT FEE REMARKS: STATE % TAX ON \$ COUNTY % TAX ON \$ % TAX ON \$ CITY TOTAL \$ SIGNATURE OF DSI REPRESENTATIVE

- DSI. The Term "DSI" as used herein is an abbreviation of Dowell Schlumberger Incorporated and where used throughout these Terms and Conditions, shall be construed to mean Dowell Schlumberger Incorporated, a Delaware corporation.
- Terms, Cash in advance unless DSI has approved credit prior to the sale. Credit Terms of Sale for approved accounts are total invoice amount due at DSI's office. Houston, Texas on or before the 30th day from the date of invoice. Past due accounts are to pay interest on the balance past due at the rate of 1.5% per month or the maximum allowable by applicable state or federal laws if such laws limit interest to a lesser amount. In the event it is necessary to employ an agency and/or attorney to effect collection of said account, Customer hereby agrees to pay all fees directly or indirectly incurred for such collection. In the event that Customer's account with DSI becomes delinquent, DSI has the right to revoke any and all discounts previously applied in arriving at net invoice price. Upon revocation, the full invoice price without discount will become immediately due and owing and subject to collection.
- Prices. The products and services to be supplied hereunder shall be priced as quoted. Products and services supplied on a price estimate basis shall be priced in accordance with DSI's current price schedule; special jobs, under unusual conditions, will be subject to special price editations to fellect increased or reduced costs and risk.

 4. Taxes. Any tax based on or measured by the change for the sale or rental of products or
- rendering of service shall be added to the price stated in DSI's price schedule.
- Independent Contractor, DSI is and shall be an independent contractor with respect to the performance of the services set forth on the service order, and neither DSI nor anyone employed by DSI shall be the agent, representative, employee or servant of Customer in the performance of such services or any part hereof.
 - 6. Obligations of Customer.
 - A. <u>Notification of Hazardous Conditions.</u> DSI's equipment is designed to operate under conditions normally encountered in the well bore. Customer shall notify DSI in advance and make special arrangements for servicing wells in which hazardous or unusual conditions exist.
 - (Chemicals, The handling and disposal of any chemical, waste or by product used or generated in the performance of these Terms and Conditions ("Chemicals") is the sole responsibility of Customer, who shall, under all circumstances, be considered the owner and generator thereof. Customer agrees that any such Chemicals will be transported and disposed of in accordance with all applicable federal, state and local laws and regulations. Customer hereby waives, releases and agrees not to assert any claim or bring any cost recovery action against DSI in connection with the use, generation, storage, transportation or disposal of Chemicals arising out of these Terms and Conditions, under any common law theories or federal, state or local environmental laws or regulations, now existing or hereinafter enacted, without regard to the cause or causes thereof or the negligence of any party. . . . 12
- 7. <u>Limited Warranty-Olifield Products.</u> DSI expressly warrants that it shall convey good fitte to the cilfield products furnished to Customer as part of the services and that such cilfield products shall conform to the specifications regresented in the service order. DSI does not warrant in any way oilfield products not manufactured by DSI, and such will be sold or provided hereunder only with the warranties that are given by the manufacturer thereof. DSI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OILFIELD PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR THAT SAID OILFIELD PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. DSI's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, or breach of warranty or otherwise) arising out of the sale or use of an oilfield product furnished by DSI for use in connection with its services, is expressly limited to (a) the replacement of such oilfield product upon its return to DSI or, at DSI's option, (b) the allowance to Customer of credit for cost of such oilfield product: cost of such diffield-product:
- Exclusion of Warranty Services. In interpreting information and making recommendations, either written or oral, as to types or amounts of materials or services to be furnished, or manner of performance, or in predicting results to be obtained therefrom, DSI will give Customer the benefit of its best judgment based on its experience. Nevertheless, all such recommendations or predictions are opinions only; and, in view of the impractibility of obtaining first-hand knowledge of the many variable conditions and/or the necessity of relying on facts and supporting services furnished by others. NO WARRANTY IS GIVEN CONCERNING THE EFFECTIVENESS OF THE MATERIALS USED, RECOM-MENDATIONS GIVEN, OR THE RESULTS OF THE SERVICES RENDERED."
- 9. <u>Data Interpretation and Transmission.</u> Any interpretation of test or other data and any recommendation or reservoir description based upon such interpretations, are opinions based upon inferences from measurements and empirical relationships and assumptions, which inferences and assumptions are not infallible, and with respect to which professional engineers and analysts may differ. ACCORDINGLY, DSI CANNOT AND DOES NOT WARRANT THE ACCURACY, CORRECTNESS OR COMPLETENESS OF ANY SUCH INTERPRETATION OR RECOMMENDATION. DSI does not warrant the accuracy of data transmitted by electronic processes and will not be responsible for accidental or intentional interception of such data by others. DSI does not guarantee the safe storage or the length of time of storage of any digital tapes, optical logs or prints, transparencies, or other similar products or material
- 10. Indemnity. For the purposes of this paragraph 10 the following definitions shall apply! "DSI Group" shall mean DSI its parent, subsidiary and affiliated companies, its contractors and subcontractors and all such entities' officers, directors, employees and invitees, and "Customer Group" shall mean Customer, its parent, subsidiary and affiliated companies, its contractors and subcontractors (other than the DSI Group) and all such entities' officers, directors, employees and invitees.
 - A. DSI Indemnity. DSI assumes all flability for, and hereby agrees to protect, defend, indemnify and hold Customer Group and their insurer's harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character; (including all costs and expenses thereof and reasonable attorney's fees) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of Customer Group, arising in connection herewith, on account of bodily injury and/or death to a member of the DSI Group and/or damage to the DSI Group's property (except with respect to DSI property as otherwise provided in subparagraph B2 of this paragraph 10).
 - B. Customer Indemnity. Customer assumes all liability for, and hereby agrees to protect, defend, indemnify and hold the DSI Group and their insurers harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character, (including all costs and expenses thereof and reasonable attorney's fees) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive-negligence of DSI Group, arising in connection herewith:
 - on account of bodily injury and/or death to a member of the Customer Group and/or damage to the Customer Group's property.

in favor of DSI Group on account of loss of or damage to DSI property, equipment, materials or products, including but not limited to, fishing expenses, when such loss or damage occurs: (a) in the hole, (b) as a result of uncontrolled well conditions, (c) while in transit or being moved on any form of transporation owned or furnished by Customer, (d) while located at the well site when DSI personnel are not present or (e) while being used by any person other than a DSI em= ployee, whether in an emergency or otherwise. With respect hereto the property, equipment, materials and products will be valued at their respective landed replacement cost. With respect to (a) above, rental charges on the equipment lost or damaged in the hole shall continue to be paid up to and including the date on which DSI receives notice in writing of the loss or damage.

G. Special Indemnity. Customer further agrees to protect, defend, indemnify, and hold DSI Group año their insurers harmless from and against all loss, liability, claims, demands and causes of action (the liability and causes of action (the liability and causes) of every kind and character, without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence (but excluding the gross negligence) of DSI Group, arising in connection herewith in favor of Customer Group or any third party for; (1) properly damage or loss that results from blow-out or cratering; (2) property damage or loss that results from pollution and contamination, whether caused by Customer's failure to properly handle, transport or dispose of any Chemicals as required by paragraph 6B hereof or otherwise, including containment, clean-up and remediation of the pollutant and contamination, whether or not required by any applicable federal, state or local law or regulation; (3) property damage or loss that results from reservoir or underground damage, Including loss of oil, gas, other mineral substance, or water or the well bore itself, surface damage arising from subsurface damage or subsea damage; (4) personal injury, death, or property damage or loss that results from work performed to control a wild well; (5) cost of control of a wild well, underground or above the surface, including any redrifting or reworking costs; (6) damage to properly owned by, in the possession of, or leased by Customer, and/or well owner, if different from Customer, (the term "well owner" shall include-working and royalty interest owners) (i.e., any drilling, rig platform or other structure at the wellsite); or (7) subsurface trespass or any action in the nature thereof."

To the extent this paragraph 100 conflicts with the provisions of paragraph 10A hereof, paragraph 10C shall control. The indemnification provided herein shall not operate to increase any standard of responsibility limited by other provisions of these General Terms and Conditions.

- D. Notices. Each party agrees to immediately notify the other party of any claim, damand, or suit presented to or served upon it by any person or entity in connection with the performance of this Agreement. The party seeking indemnification shall afford the other party full opportunity to assume the defense of such claim, demand, or suit and to protect itself under the obligations of this paragraph.
- E, Incidental or Consequential Damages. It is expressly agreed that neither party shall be liable to the other for any punitive, incidental, consequential, indirect or special damages, nor for any loss of profits or business interruptions or loss of use.
- f Insurance. Customer's and DSI's indemnity obligations under paragraph 10 hereof shall be supported by adequate liability insurance coverage, or self-insurance (if it meets the requirements set forth below) furnished by each party at such party's cost with contractual indemnity endorsements. The amounts of insurance required from each party hereunder shall be equal, each party's Indemnity obligations shall be limited to the highest amount of insurance coverage mutually carried by both parties hereunder.
- In the event either party maintains a plan(s) of self-insurance to insure any part of the risks otherwise covered by the insurances required hereunder, such plan of self-insurance shall not satisfy the requirements of this paragraph unless an authorized representative of the party not requesting to be self-insured expressly consents in writing to the requesting party's use of such plan(s) of insurance. If it is judicially determined that the insurance required under this paragraph or the indemnity obligations voluntarily assumed under paragraph 10 hereof and supported either by available liability insurance or voluntarily self-insured, in part or whole, exceeds the maximum amounts of insurance or indemnity permitted under applicable law, it is agreed that said insurance requirements or indemnity, shall, automatically be amended to conform to the maximum emounts permitted under applicable law.
- , Force Majeure. DSI shall not be liable for any delay or non-performance due to governmental regulation, labor disputes, hostile action, weather, fire, acts of God or any other causes beyond the reasonable control of DSI.
- Dispute Resolution. If this Service Order is issued in conjunction with an executed DSI Master Service Agreement-Oilfield Services then all controversies shall be resolved as set forth therein. In the absence of such agreement DSI and Customer shall settle all disputes and claims arising out of these General Terms and Conditions under the Commercial Rules of the American Arbitration Association, as then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Houston, Texas. Any award or determination of the arbitration tribunal shall be final and conclusive, judgment thereon may be entered in any court of competent jurisdiction and no appeal thereof shall be made by the parties.
- Governing Law. These General Terms and Conditions shall be governed by the law of the state where the services are performed or equipment furnished, however, where services are performed or equipment furnished offshore or on navigable waters, the Federal Maritime Laws will